




SO ORDERED.

SIGNED this 01st day of December, 2008.


LEIF M. CLARK
UNITED STATES BANKRUPTCY JUDGE

United States Bankruptcy Court
Western District of Texas
San Antonio Division

IN RE

KING DAVID DAVIDSON & JENNIFER K.
DAVIDSON

DEBTORS

BANKR. CASE NO.

08-51818-C

CHAPTER 7

**AMENDED ORDER DENYING REAFFIRMATION BUT CLARIFYING EFFECT OF
DISCHARGE INJUNCTION WITH REGARD TO GREEN TREE SERVICING, LLC**

CAME ON for further consideration the foregoing matter, on notice. The court entered an order but inadvertently titled the order "Order Denying Confirmation." It should instead state, "Order Denying Reaffirmation." The court herewith submits this amended order, correcting that error pursuant to Rule 60(a) of the Federal Rules of Civil Procedure. This order supersedes the order and opinion previously entered at docket entry number 17.

The debtor appeared at the hearing on this matter, but the creditor did not. After consideration of the reaffirmation agreement and the circumstances of the debtor, the court concludes that the reaffirmation agreement is an undue hardship, and is not approved. In the interests

of clarification, the court further rules that, while the unsecured claim of Green Tree Servicing, LLC, if any, is discharged, the secured *in rem* claim is not. By this order, Green Tree is expressly authorized to enforce the indebtedness of the debtors to the extent it is secured, and that such permitted enforcement includes notification of payment defaults, demand for payment of unpaid payments, notice of acceleration of indebtedness and demand therefor, repossession of collateral to the extent allowed by the loan documents and by applicable nonbankruptcy law, and sale of collateral in satisfaction of the indebtedness. In addition, Green Tree is authorized to take such steps as are necessary (and as are permitted under the loan documents and under applicable nonbankruptcy law) to evict the debtors in order to effectuate repossession of the collateral for the purpose of sale or satisfaction of the *in rem* liability, and to hold the debtors personally liable for any damage to Green Tree Servicing's collateral inflicted post-discharge. Green Tree Servicing is barred from taking any action to enforce any deficiency liability under the note against the debtors, including the institution of suit therefor.

The terms of this order shall apply to the debtors, their successors and assigns, and to Green Tree Servicing, LLC, its successors and assigns, and their respective agents, employees, and representatives.

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